



Claim Professionals Liability Insurance Company, A Risk Retention Group
Application for Claims Made and Reported Errors and Omissions and General Liability Policy

NOTICE: This application will be the basis of the policy, if issued. Each and every statement of fact is material to the Company's decision to either insure or not insure the person or entity seeking insurance. A false answer to any question, whether intentional or not, will cause any policy issued to be void from inception.

Important - Coverage provided by CPLIC may vary significantly from coverage with similar names provided by other insurers or policies. Please review the coverage, terms, conditions and exclusions carefully to ensure that you are obtaining the correct type and amount of coverage for your business. Our policy may be reviewed at our web site, www.cplc.net.

The policy you are applying for is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

You warrant the truthfulness of all answers to the questions in this application. You understand that the statements of fact in this application are the basis of the Company's decision to insure. All questions and answers are material to the decision of the Company to insure. The application will be attached to and form a part of the policy.

Section One - Named Insured (Please print or type)

1. Named Insured:
Address: City: St: Zip:
E-Mail: Phone: Fax:
Primary contact: Web Site address: http://

2. Secondary contact:
Address: City: St: Zip:
E-Mail: Phone: Fax:
Company is a: Corporation Partnership LLC LLP Sole Proprietorship Fictitious Name (dba)
Date Company Established: Date Company Came Under Current Ownership:
Number of years of experience of the owner (principal) as a claims adjuster:

If coverage is desired for other operating names, entities or branch offices, provide a list of all entities and offices and their addresses on a separate sheet.

If a name, entity or office is not listed on the policy, there will be no coverage provided by the CPLIC policy in the event of a claim arising out of that name, entity or office.

Section Two - Coverage

3. CPLIC Coverage Applied for: (General Liability coverage will be quoted along with E&O, but the GL is optional.)

Effective Date: / / Limit of Liability: Deductible: Retro Date:

Current Insurance: (If no current insurance, please attach a resume of experience.)

Current E&O Insurance Co: Expiration Date:
Limit of Liability: Deductible: Premium: Retro Date:
Current General Liability Company: Expiration Date:
Limit of Liability: Deductible: Premium: Retro Date:

Please attach your most recent E&O declaration page showing premium, limits, and deductibles and retro date. We must have this copy of your policy to determine share requirements in our Risk Retention Group

### Section III – Professional Services

4. What was your gross revenue for the 12 months prior to our coverage effective date? \$ \_\_\_\_\_
5. What is your projected gross revenue for the 12 months after our coverage effective date? \$ \_\_\_\_\_  
 If revenue is from more than one state, provide revenue by state. \_\_\_\_\_ \$ \_\_\_\_\_ \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_ \_\_\_\_\_ \$ \_\_\_\_\_ \_\_\_\_\_ \$ \_\_\_\_\_
6. Do you do Third Party Administration?  No  Yes. If 'Yes', what % of your revenue is from TPA work? \_\_\_\_\_
7. Did your business plan change in the last 12 months?  Yes  No. If 'Yes', please attach explanation.
8. Number of Employee adjusters \_\_\_\_\_ Non-employee adjusters \_\_\_\_\_ Clerical \_\_\_\_\_ Executives \_\_\_\_\_
9. If you have listed a number for Non-Employee claims adjusters above, what is the approximate percentage of gross revenue attributed in whole or in part to Non-Employee or Independent Contractor personnel?  
 \_\_\_\_\_

Describe your supervision policies for work performed by Non-Employee adjusters: \_\_\_\_\_  
 \_\_\_\_\_

10. List the Professional Organizations where you or your employees are members:  
 \_\_\_\_\_
11. Please list the 3 largest clients (based on gross annual revenue) of the Named Insured and the associated detail below:

	Name	Services Provided	Contract (Y or N)	Gross Annual Revenue
1).	_____	_____	_____	\$ _____
2).	_____	_____	_____	\$ _____
3).	_____	_____	_____	\$ _____
Total Annual Revenue for 3 Largest Clients:				\$ _____

12. Do the Named Insured or any personnel provide professional services other than claims services, including but not limited to agency or brokerage services?  No  Yes, If 'Yes', please describe in detail below:  
 \_\_\_\_\_

**CPLIC does NOT provide coverage for professional services other than claims services or agency/brokerage services necessary to support the Named Insured's professional claims service operations and clients.**

13. Indicate percentage of total revenue for: Property \_\_\_\_\_% Liability \_\_\_\_\_% Catastrophe \_\_\_\_\_% W. Comp \_\_\_\_\_%  
 Appraisal \_\_\_\_\_% Professional Liability \_\_\_\_\_% Life A&H \_\_\_\_\_% Other \_\_\_\_\_%
14. Are all employee or non-employee adjusters and management personnel licensed by the state(s) in which they provide claim services, if licenses are required?  No  Yes
15. Does the Applicant or any the applicant's personnel provide professional services as a public insurance adjuster?  No  Yes
16. Has the applicant or any of the applicant's personnel had a license revoked by any organization responsible for the licensing of insurance claims adjusters, examiners, supervisors or management? \_\_\_\_\_ No \_\_\_\_\_ Yes  
 If 'Yes', please attach explanatory documentation.
17. Does the applicant maintain its files electronically (paperless) \_\_\_\_\_ No \_\_\_\_\_ Yes
  - a If "yes" where are the electronic files stored? \_\_\_\_\_
  - b If "yes" are back up files stored off site and if so, where? \_\_\_\_\_
18. Does the applicant retain paper copies of closed claim files? \_\_\_\_\_ No \_\_\_\_\_ Yes
  - c If "yes" state the length of time retained: \_\_\_\_\_ years.
  - d If "yes" where are closed files stored? \_\_\_\_\_
  - e If "yes" how are they protected? \_\_\_\_\_

## Section Four – Prior Activities and Claims History

For the period of **five (5) years prior** to the proposed effective date of CPLIC coverage, has the Named Insured, any of its operating locations, including businesses acquired, or any company personnel:

19. Had any license denied, suspended or revoked? \_\_\_No \_\_\_Yes, If 'Yes', please attach explanatory documentation.
20. Been investigated, disciplined, sued or fined by any regulatory agency? \_\_\_No \_\_\_Yes, If 'Yes', please attach explanatory documentation.
21. Had a policy or application for Professional or General Liability non-renewed, declined, or cancelled? \_\_\_No \_\_\_Yes  
If 'Yes', please attach explanatory documentation:
22. Had any claims, lawsuits or other actions made against them? \_\_\_No \_\_\_Yes If 'Yes', please attach explanatory documentation.
23. Is the Named Insured or any of its employee or non-employee personnel aware of any actual or alleged facts, circumstances, situation, action, error or omission which may be reasonably expected to result in a claim, lawsuit or other action to be taken against the Named Insured, any of its operating locations or employee or non-employee personnel? \_\_\_No \_\_\_ Yes If 'Yes', please attach explanatory documentation.

**The CPLIC policy to which this application relates may not provide coverage for prior acts that you or any employee or non-employee personnel of the Named Insured at any of the Named Insured's operating locations have knowledge of on or prior to the date of this application.**

**Read the following closely, date and sign the application.**

I, the undersigned, being fully authorized and permitted by the Named Insured to execute this application for coverage, understand that the coverage applied for applies only on a Claims Made basis and only for claims which are first made against the Named Insured and reported to CPLIC during the policy period. I understand that coverage ceases upon termination of the policy, subject to modification by availability and payment of premium for extended reporting period coverage.

By signing this application for coverage, I, on behalf of the Named Insured and all of its operating locations, subsidiaries, and employee and non-employee personnel, represent and warrant that this application and all attachments, amendments and documentation are complete, accurate, representative of the full scope and depth of my knowledge and that the representations made herein are made with my full knowledge and consent that I have conducted sufficient internal investigation to have a reasonable belief that all answers and representations are full, complete and accurate. I agree that, after completion of this application, I will send written notice of any changes, modifications or other material instances which occur or come to my attention prior to the issuance of the CPLIC policy should the application be accepted by CPLIC. CPLIC reserves the right to modify or withdraw from any offers of coverage based upon information provided by the Named Insured or discovered through any other source in its underwriting review of this application or any time thereafter.

As a condition precedent to the issuance of this policy and the applicability of Coverage provided for herein, the applicant agrees that there shall be no cause of action against the Company. The applicant has the authority to and hereby knowingly and intentionally waives any and all right to sue the Company. The applicant has the authority to and hereby knowingly and intentionally waives any and all right to assign actual or potential Coverage available under this policy to any other person or organization.

By accepting the policy applied for the applicant agrees to submit any claim of dispute, controversy or disagreement over the Coverage available under this policy, any claim for actual or alleged breach of duty arising out of this policy, or any other dispute or claim of any kind between the Company and any Insured to binding arbitration in accordance with the policy. In the event of such a dispute, both the Company and the applicant agree that if a policy is issued that binding arbitration is the sole and exclusive remedy to resolve any dispute between the Company and the applicant.

Signing this application and declaration does not bind the applicant to purchase the insurance. It is agreed that this application and declaration shall constitute a warranty should a policy be issued. By signing this application the applicant acknowledges that he/she/it is aware that if at any time it is discovered that any of the statements of fact contained in the application are false the policy may be declared void from its inception at the sole option of the Company.

I have read all of the above application for a CPLIC policy and agree that to the best of my knowledge and belief it represents a true and complete statement. The policy wording for the CPLIC policy has been made available to me prior to signing this application and which I understand contains different terms, conditions and limitations than previous editions of the CPLIC policy, or similar policies issued by other insurers. This application is submitted to the CPLIC with the knowledge that it will be used as the factual basis for the decision of the CPLIC to insure or not insure the applicant for whom I am authorized to sign.

**Coverage provided by CPLIC is conditioned upon underwriting review and acceptability of the Named Insured as a member of Claim Professionals Liability Insurance Company, Risk Retention Group, and is subject to the RRG membership and capital requirements. This application will be part of your policy if issued.**

**Applicant agrees to provide risk management information, if requested, at a later date which the Board determines is good for the group.**

**Applicant agrees that if insured with CPLIC, CPLIC may release that he is insured with CPLIC to such organizations or prospects as CPLIC deems appropriate.**

**I read and understand the English language and understand every statement made in this application. If I cannot read the application I, and the person who signs beside my name has read the application to me and attests that the statements made in the application were read to me in a language in which I am fluent and that I sign this application knowingly and in good faith.**

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Signature of Applicant

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Name of Applicant (Print)

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Title

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Date application completed

**Does your firm carry Employment Practices Liability Insurance?    \_\_\_ No \_\_\_ Yes**

**Please send to: CPLIC Member Services, LLC**

**17742 Irvine Blvd., Ste 102**

**Tustin, CA 92780**

**Any questions, please call: 877-572-7542    Fax: 714-731-4605**

**E-mail: [memberservices@cplc.net](mailto:memberservices@cplc.net)**